App. F. IX-4

1939.
(Magrai)

File No. 223
Serial Nos. 1-7

Previous References
Dmg 35-3-28- 1-2
" " 9-15-1 16-17
" 264 24-10-36
" 203-27 1 & 2 9-12-1
" 14-28- 1-4
Later References
Dmg 277-30-1-2

General and Revenue Secretariat.

Serial Nos. 7

Part B for December 1930

SUBJECT.

Lease of lands in Kodabettagaunt, Kaingeode Tommedan Gadowns to Sri Bhavi Swamy

---

D.C. Kolar requests to send a copy of the lease-deed executed by the Bhavi Mutt in favour of Sri Ramakrishna Chetti. File closed for the present

Filed

G. R. S. APP F —1] 1929.

GENERAL AND REVENUE SECRETARIAT.

(Mudi

NOTES.

Mud File No. 223-29

FILE HEADING.

Repair of Jambu cheruvu in Errabellayapalle village, Kanfundi Zamindari endowed to the Sri Ahobilam

FROM

The D. C., Kolar

D.O. No. A2. C. 2134 Dated 1-2-1930 Received 223-29

Diary No.	Enclos.	Spare copies	Serial No.
1196	1	—	1

BRIEF ABSTRACT OF LETTER.

Encloses Chittor Collector's letter re repairs to the said tank under Railway Protection act, and requests instructions as to whether the work may be done by the Collector advancing Rs 2230 from the Mad. fund for the purpose or a reply may be sent to the effect that as the question of possession of the village is under litigation, the work may be done by the Collector as a default work, and the amount recovered as a charge on the property.

NOTES AND ORDERS.

1) The D.C. adds that in the original perpetual lease, there is a clause requiring the lessee to keep the said tank in repair.

2) The connected files are.

NOTES—First Sheet.

WD 01683—GPB—5,000—3-5-29

223 of 1929

Serial No.

9909/32

3) Submr for perusal.
The recommendation does not come up till the Dr inwz. Com opinion, and if directed, a copy The D.C's Com^n will be sent to H.C., and his opinion invited in matter.

4) Law Dept may also be Consulted which would be proper.

2 Secy) 3/12/32

5) To Legal Remembrancer with compliments for favour of opinion

3.12.1930

6) There is nothing more to be added to the opinion already given on 25-11-30 (H:R in connected file).

7) The papers do not show whether action on the lines indicated therein was ever taken

He says with Compts

8) Draft letter to DC

10/2

Dr - Secy,
AV
11/2/30.

Secy) 10/2

WD 066—GPB—30,000—26 7-29

OFFICE OF THE SECOND MEMBER OF COUNCIL
8 FEB. 1930
No.....

App. F. III—21

nd Revenue Secretariat Mrz File No. 223 of 192 9.

Serial No.	
2	to:- The Deputy Commissioner Kolar No. 1709 dt 14-2-30. Enquiries if action on the lines indicated in the Letr 1026/Mrz 53-28-8 dt 28-11-28 was taken From The Dy. Comr Kolar Dist A 2-e 2134/28-29 Dy. 8th March 30 Informs that notices, as approved by the Legal Remembrancer have been issued to the lessee & to his alienee as directed in letter No 749/Mrz 53-28-17 Dy. 13th Sept 1929 re the lease, & that he wants to know that if he requires the Collector of Chittoor to deal with the present lessee, we would not be estopped from proceeding with the contemplated sale & notices such notices as fresh reminders have been received from the Collector Submd for orders - Govt Secrt wanted ~~the question of~~ cancelling the proposed ~~sale~~ sale of ~~the~~ the present ~~lease~~ was ~~also~~ considered & the ~~Govt~~ information as to whether action ~~was~~ indicated by Govt Secrt was taken - Nos may perhaps ~~be~~ Govt Secrt for further advice. Perused 16/3

Note—Contn. Sheet

WD 066/GPB—30,000—26-7-29

Serial No.

13) Govindasetti or his successors-in-title were bound under the terms of the lease ~~granted~~ executed by the late Swamy, to effect the necessary repairs to the tank in question. As opined by the Pers. Asst. to R (Flag B in Mug S 3-28-1708), it is the lessee that must be bound to by the Madras Authorities under the Rey Prot. Act. This cannot in any way estop the present Swamy or the Govt as managers of the Instn, to sue for a declaration of the invalidity of the permanent lease as being beyond the powers of the grantor. ~~So long~~ So long as he holds the lands, he is to be treated as a lessee though not as a permanent lessee, and under the lease he is liable for the repairs, as a lessee. Action as already suggested may therefore be taken by the D.C. Kolar.

12/3/30

14) Two more letters were received, one from the ~~Hyderabad~~ and the other from the Mysore Govt, are also placed in the file.

15/3/30

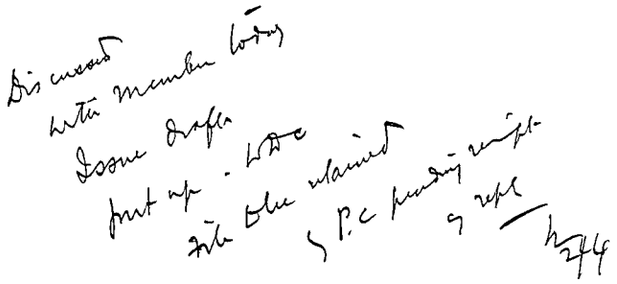
L.R.)

1st The lessee is legally liable to repair the tanks, and

To D.C. Kolar

re A2C 2134/28-29 12-3-30 from the D.C., Kolar requesting that the alienee the present lessee may execute the lease and the necessary documents executed

1706/28-29 & 15-3-30 from the Govt requesting sanction for effecting a compromise in the terms of the petition presented by one Ramakrishnaiah and agreed to by Messrs Note-Contn. Sheet Venkatasubba Chetty & Venkatasa Chetty



11971/1492

eneral and Revenue Secretariat

App. F. III—2]

File No. 223 of 1929

Serial No.

There is no harm in addressing the Collectors to improve this liability. This cannot also affect the right to put the case cancelled

D. M. 6/3/30

To be sent with compts

11938 7/3

We have received another Offr. Comm's from the Mc

17/8/30

1(a) Reference is invited to M Co's letter of the 15th inst. The papers are forwarded for L. R's further advice as regards the action to be taken.

With compliments

17.3.30

93/30 5/3

1(b) Opinion has already been given on 15.7.29, 22.8.29, 26.9.29, 7.2.30 & 17.3.30, and I have nothing more to add.

(c) The proposal of the R.C. does not commend itself to me, and I regret that I cannot approve it

D. 28/3

5838

To be sent with compts

28/3

The R C may be informed accordingly, if approved

Note - Contn Sheet

WD 066—GPB—30,000—26 7-29

28/3

28/3

App. F. 111—21

General and Revenue Secretariat. Mng File No. 223 of 1929-30

Serial No.

To

D o letter no 2017/Genl dy 2 4 1930

from the Dy Comm - Kolar

forwards a copy of mng. Comm's letter re jamin enamam of Yerrabellagrama and requests info re the mortgagees now in possession of the property & other info

To

memo. no 2017 dy 2-4-1930.

from mng. Comm"

forwarding a copy of the above.

for info"

from:

D.o letter from.

the Dy Comm. Kolar dtd

no A 2.e 2134/28-29

dy 3rd April 1930.

Encls a statement of Parties & the no. of documents held from Mr Ramakrishnaiah, & also furnishes encumbrances if any

To

The Dy. C" Kolar

Returns the Encl. with requisite enquiry for additional info required

no 2017/mng. Genl

Telephone message from the DC, Kolar on 22-4-30 Soliciting final instructions regarding refg to resentation to Collector of Chittoor & refg thereto

NOTE—Contn. sheet.

General and Revenue Secretariat | Mysore File No. 223 of 1929-30

Serial No.

D.o No C 1706/28-29 from the Deputy Commr. Dated 19/21-4-30. Soliciting Govt. Sanction for effecting the compromise passed in the pet. Tank with Mrs. L. Berry 15-3-30.

(Please refer on P.O.D) To L.R. with compliments. For favour of further consideration and opinion in regard of "A" supra. The connected file is put up. A telephone message from the D.C., Kolar that the Collector of the district is reminding him about the execution of repairs to the tank has also been received to-day. The matter is urgent.

Dt. B.S. 22/4/30

Submd. to Secy 23/4/30

23/4

135
23/4/30

Note—Contn. Sheet

WD 066—GPB—80,000—26-7-29

22 APR.

Dear Sir,

ith reference to Government ende. o. 201 / us. dated 2nd pril 1930 for a dis copy o our D.O. dated 10 pril 1930 addressed to r. .V. Sambasiva Chetty, n C. Venkatesam Chetty who are willing to take a lease of Veppambattu village re li ort d cessation in possession of the same and in continuation of this office communication No. J.1703/ -29 dated 15th arch 1930, I write to invite your kind reference to the applic - tion of lessors V. Srinivasa Chetty and C. Venkatesam Chetty of Tiruvannamalai Industrial ession, wherein they have definitely agreed that they are prepared to lease the village to hold the same possible to settle that the matters contracted by the original lessees Mr. Sambasiva Chetty are released and the property is free from encumbrances with in a period of one year from the date of the lease and also indemnify Government for any expenses they may incur in the case they involve themselves in litigation on account of this transaction.

This firm, I understand, has taken an option on a large portion of the village from Mr. Sambasiva Chetty. The title of the property is stabilised and capable of disclaiming any litigation that may arise in this behalf.

In the circumstances, it, therefore, appears to me that the enquiry required to be conducted in your D.O. letter under reference does not seem to be necessary. Government sanction may kindly be obtained very early for effecting the compromise on the terms proposed in the petition submitted with my letter dated 15- -1930 as it is the most advantageous one under the circumstances and frees us from the necessity of filing a suit and incurring enormous expenses in getting possession of the village, not to speak of the delay to which this litigation may drag on. The proposed settlement will enable us to shift the responsibility for the restoration of the property to the collector of North Arcot is anxious to be done early, on his --

on the proposed lessees and thus avoid the large outlay required therefor, which the slender resources of the Institution are not unlikely to bear.

Yours sincerely,

Rathnaswamy

for Pres. Comm. absent from Hd Quarters.

Rajasevaprasakta
, Srinivasa Iyengar, B.A., B.L., . .,
Secretary to the Government of
His Highness the Maharaja of Mysore
Financial Department.

To D.R with Compliments-
for favour of further Instructions
and opinion in view of A supra.
The connected file is put up.

A telephone message from the D-C
Kolar that the Collector, Kolar
D-t is reminding him about the
Exemption upon the ~~Link~~ Line
has also been received today
The matter is urgent

22/4/30

II

I Legal opinion has already been given on the points raised. Ab-initio for the R.C. & the W.L Comm-n to decide as to what course to adopt. Please refer opinion recorded on 28/2/30.

II Reference is invited to the opinion already given on 17.8.30.

Pl. see 23

Above with Compts

Serial No.

24) Submitted for orders.
In the circumstances now explained by the Revenue it seems to me to be simpler to adopt the course recommended by him.
There is no doubt some risk involved in it and it is likely we may be faced with litigation of some sort.
As suggested by the C.R. the responsibility for deciding on the line of action now suggested by the R C may be thrown on him and the B.T.
(1st member) 23 4 30

25) The Deputy and Puzrai Commissioners have sought the orders of Government and the responsibility for final decision cannot, therefore, be left to them. Whatever is the course of action to be adopted, has to be decided by Government.

26) The case is somewhat complex in its nature and some safe course has to be decided upon for dealing with it. There are two questions for settlement: 1) repairing of the tank, and, 2) cancellation of perpetual lease. According to the lease allowed by the late Swami, the lessee is responsible for the repair of the tank. If under the Madras Railway Protection Act, the Collector could told that he should look to the lessee for putting the tank in order, we might say so

and

WD 01684—GPB—30,000—20-4-29

Serial No.

and close this part of the case.

27) As regards question No. 2), it is no doubt desirable to terminate the arrangements of perpetual lease. This, however, involves litigation and expenses which the Mutt cannot afford to bear. Government are only temporary Managers of the Mutt. The repudiation of the permanent lease might be left to the new Swami when he assumes the administration of the Mutt. If inaction in this respect on the part of the temporary Manager will not prejudice the ~~interests~~ rights of the Swami, I think it would be well to leave this question in suspense for settlement in the way he likes by the new Swami himself. It is true that the proposal of the Deputy and Muzrai Commissioners for obtaining a new lease improves the revenue of the Mutt by Rs 150/- per annum. The adoption of this course, however, is stated to involve risk and Government as temporary Managers need not take any risk on behalf of the Mutt and they may, therefore leave this question for settlement by the Swami when he is entrusted with the administration of his Mutt.

B

28) I should like to have the opinion of the Financial(Muzrai, Secretary on the proposal made in this note.

25/4/30

Contn. Sheet

WD 01684—GPB—30,000—20-4-29

General and Revenue Secretariat. | Mug File No. 223 of 1929-30

Serial No.

A
I agree

29) The disposal of question (1) presents no difficulty. The Collector may be informe to look to the lessee for putting the tank in order as this is one of the conditions on which the lease has been taken by him. This is quite in accordance with the legal opinion on record.

30) As regards question (2) however, ~~some~~ action has already been taken to issue a notice under Section 106 of the Transfer of Property Ac to the permanent lessee for repudiating the perpetual lease. Whether it would be well to leav this matter in suspense pending the handing over of the administration of the Mutt to the new Swami on his attaining majority whether such inaction would in any way prejudice the rights of the Swami and whether the proposed course would involve Government in any responsibility as temporary managers are points on which legal advice would be necessary.

This is not correct - vide slip - should be added here

To Legal Remembrancer with compliments for favour of advice.

140
2574

31) Information may kindly be furnished on the following
1) Is the Swamy a minor?
2) If so, when will the management be handed over to him?
3) What is the annual income of the Mutt?

NOTE—Contn. sheet.

WD 066—GPB—30,000—26-7-29

Serial No.

40/Land

Rec'd at 12.50 pm MSK 19/5/30

32) The D.C. may perhaps be requested at once, to take avoid delay, to take action as at A

Submitted with compts

19/5

24786/29

33) Submitted with a draft for consideration MSK 19/5/30

Mug)

19/5

If Secy wanted any points, I did & the R traced in file MSK 9/5/30

34 Information on the points referred to in the D.C.'s note is contained in the attached slip.

35 The management of the Avani must perhaps be taken & put under Section 95 of the Cl. Act may be the management of the Lake Avani. It is not known why when the Tank Bed. Tenders will be issued & the Lake Avani. I am agreeable to the proposal in para 27. May the draft issue to the tenants — ~~the~~ & R 1/ 1st — one man) has not given notice 20/5/30 as per Section 12(2)

4002/2015

OFFICE OF THE MUZRAI COMMISSIONER IN MYSORE BANGALORE 22. MAY 1930

36 We may consult the MC & C

Mug

W.O. No 48/29-30 Issued

19/5/30

37 To Muzrai Commr with compliments

WD 01684—GPB—30,000—20-4-29

G. R. S. III—3]

ROUTINE NOTES. Mus - 223 - 29

[To be used only for notes, requisitions, etc., not intended for permanent record]

With reference to information required by A.R. at para 31, it is submitted that the Swami was 18 years of age in 1927 (Vide fo. 530 Mus 268-26-8 & 29-9-25). The annual income of the Mu as noted as Rs 3000/- in the Enclosure to S.L. 1 in Mus file No. 14 of 28

Information as to when the management will be handed over to the Swami is not readily available.

The draft in the file is revised and submitted for consideration with a view to obtain definite information and also in advertence to A.R. at paras 26, 29 and 32

Submd

19/5/29

Refer if available will be in the file in the Office

D

N B.—Should routine notes be written on small slips the notes must be copied, or slips pasted on this form

W D 1680—GPB—1 50 000—2 5 28

ROUTINE NOTES.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

N. B. -Shouldroutine notes be written on small slips the notos must b cipoed, or slips pasted on this form.

General and Revenue Secretariat

Dis 834 En file 29-30 Mug File No. 5/6/30 223

App. F. III—2] of 1929-30.

Serial No.

Returned with compliments.

FINANCE COPY
6 JUL
Rs.

39 In this case there are two questions involved. One is the restoration of the tank in the Inam village which is a railway affecting tank and in respect of which the Collector has issued a notice that it should be repaired at once.

40 The 2nd is the cancellation of the perpetual lease granted by the late Swami of the Avani Mutt in favour of the late Govinda Setty.

41 In the lease deed granted to the late Govinda Setty, one of the terms is to keep the village tank in good repair.

42 After the mutt came under Government management, it was found that the perpetual lease granted by the late Swami in favour o Govinda Setty was illegal, as decided in the case of Balasami Aiyar Vs. Vidya ---- Varidhi Thirtha, which went up to the Privy Council. In this latter case, it was the Government of Mysore that fought the issue on behalf of the Vyasarava Mutt ---- properties in Madura, till it was decided in favour of the mutt repudiating such purpetual alienations by a previous Swami, detrimental to the interests of the Mutt. The present instance of the lease of Yerambattayanur village stands on all fours with that case and action has been started to oust the permanent lessee by issuing a registered notice to the lessee's legal heir to -- surrender the property. The time fixed in the notice has expired. In the meanwhile the lessee's heir has come forward with a request for compromise and has agreed to vacate his lease in case the village is leased out to messrs V. Srinivasulu Shetty and G.Venkatesam Setty, proprietors of Kangundi Industrial works Limited

Note—Contn. Sheet

WD 01684—GPB—30,000—20-4-29

Serial No.

for a period of 30 years on an increased rental of Rs.150/- per year and subject to the same rights and liabilities between the Mutt and lessees as are ~~contained~~ contained in the present lease deed during the currency of the lease. This includes the condition to keep the tank, about which a notice has been received, in good repair. It also includes a condition that the future lessees should take steps to clear off any alienations made by the late Govinda Setty and his son Ramakrishnasetty within a period of one year from the execution of the lease and should also indemnify Government against any loss caused to it by being involved in any litigation in this behalf.

42(a) It is thus seen that the terms of compromise offered are the most favourable that could be had in the case and that while they give increased income to the mutt, during the currency of the lease, at the same time vacate the effects of the purported lease illegally entered into by the previous swami and also throw the burden of restoring the tank and keeping it in good order on the future lessee, so that although technically it is the Mysore Government as manager of the mutt properties that is to answer the British Government in this behalf, still it can cast the future lessee to carry out any repairs necessary to it and if they fail to do so, the Government can proceed against the lessees and reimburse itself of the charges that it may have to incur to discharge its obligations with respect to the tank to the British Government. So in every way the proposal now made is advantageous to all parties and involves not an iota of risk on

WD 01684—GPB—30,000—20-1-29

...nd Revenue Secretariat | Mus File No. 223

1820

76 Land

Serial No.

part of Government, it sanction
hand it will solve the question to the ---- advantage of the institution which is too poor to undertake any costly litigation ... absolutely unnecessary in the circumstances of the case

43 Unless a settlement on the above lines is arrived at, Government will have to undertake at once the repairs to the tank costing several thousands of rupees, which the --- resources of the mutt do not permit and even then there is only a blind alley after that as regards the lease etc., leading to enormous loss to the mutt.

Yoganarasimha Rau.
For Muzrai Commissioner.
Absent from Hd quarters

44 In the circumstances explained above, the representation of the Mutt should be kept in suspension until the question is settled in the Civil Court

45 The main object of the Mutt in the Compromise was not only to keep intact the properties of the Mutt, but also to enhance the value by the new lessee - to the knowledge of whom may have belonged, and the fact as to whether he is not known to us.

46 The balance of damage sued for be in accepting the alternative of compromise if the Civil Court can hold that suppressio veri

5 NOV 1930
119

GENL. & REV SECRETARIAT
5 JUL 1930
MUZRAI.

Note Contra Sheet

Please discuss

WD 01681—GRP—30,000—20-4-29

I am afraid I cannot proceed any further

L. R

6 6 4

Serial No.

What has to be decided immediately is the reply to be sent to the Collector, Chittor. Repairing the tank is the obligation of the lessee according to the present arrangement and also that proposed by the MC. In these circs the draft put up may issue

50

The question of terminating the existing lease presents difficulties and that of the new lease suggested by the MC is not supported by legal advice. This matter requires further consideration and the reply to the Collector need not wait until this is settled

5/7/30

Issue as proposed
5/7
7.7.30

To the Dy Commr Kolar
No 22 § 7-7-30.

3. Directs that the Collector may be informed to look to the lessee for putting the tank in question in order as this is one of the conditions on which the lease was taken by him

No. 23 § 7-7-30.

Copy of the above to the Mtg Comr.

Note—Contn. Sheet

WD 02328—GPB—10,000—22-4-30

Returned with
thanks
GP
29/7

Case B
Next
29/7/30

General and Revenue Secretariat — File No. 223 of 1930

Serial No.

57. The M.C. may be informed of the above. The obligation to repair the tank is that of the lessee, whether the present lessee or the proposed lessee. I can not therefore understand why the M.C. thinks there is any harm in sending to the Madras Court a Commission on the lines suggested.

7/8/30

58. Subd with a draft for kind consideration.

8/8

59 Please put up a typed draft.

11.8.30

Subd with a typed draft.

8/8 H. Secy)

12.8.30

12/8/30

Issue

13.8.30

Note—Contn. Sheet

WD 02328—GPB—10,000—22-4-30

Srm and Revenue Secretariat.

Mng. File No. 223 of 1929

Serial No.

5

To The Mng Commr.

No: 337 dated 14-8-30.

Stating that Shri. Narayana Murthi Advocate interviewed the 1st Member and that proposals for a Compromise involving no risk to Govt: are submitted. Govt: will have no objection to Consider them etc.

Srm
MSK
15-8-30

Letter no. Ag. C. 2134/29-29 dated 30/9/30
From the Dist. Collr.

Requests a copy of the lease deed executed by the Govt in favour of Ramdas

62 Even a copy of the lease deed referred to in Lr's note in Mng. 53-28 is not found in our file. The Dist. may be asked to address the Mng. Commr in the matter. For kind orders as to whether MSK the letter may be forwarded to the M.C. for disposal.

3829/81

H. Secy
7-10-30

63 Yes. The D.C. may be advised of it.

21/10

Note—Contn Sheet

WD 01684—GPB—30,000—20 4-29

491

App. F. III—2]

File No. 223 of 1929

Serial No.	
	64 Dft. & fair copy accordingly 29/10 65- Issue VS 22.10.30
7	To. The Mez Comm No 850 of 23-10-30 forwards sl 6 for disposal No 851 dated 23.10.30 for copy of the above for info. 66 Subc for orders whether the file which is one of 29-30 may be closed now and opened afresh this year as it is the Mez Comm that has to send up proposals if orders required vide para 1 of sl 5. RS Hill 4/12 67 May be closed VS 4.12.30 H. Secy) 68 by 19/12 VS

RS 29/11

D.O.No. B.2.C.2134 Encl: One 29.29 3/2/30

OFFICE OF THE DEPUTY COMMISSIONER,
KOLAR DISTRICT.

Dated, Kolar, the...1st...February.....*19* 30.

3.2.1930

Muz 223-29-1. 3 D1196

My dear Srinivasa Iyengar,

With reference to correspondence ending with your letter No:749/Muz:53-28-17 dated 30th September 1930, In the matter of filing of a suit for the cancellation of the lease of Errabettayanur village, Kangundi Zamindari endowed to the Sri Avani Mutt, I send enclosed a further letter received from the Collector of Chittoor in the matter of the repair of the Jambu Cheruvu in that village under Railway Protection Act. I request to be informed whether the work which costs - according to the estimate received from the Collector, Rs.2,230, may be allowed to be done by the Collector advancing the amount from the Mutt funds or whether I may reply that as the question of possession of the Village is under litigation, the work may be done by the Collector himself as a default work and the amount recovered as a charge on the property.

I may add that, in the original perpetual lease there is a clause requiring the lessee to keep the said tank in repair.

In the new counterpart of the lease executed in favour of the Mutt but accepted by the Government, the lessee has agreed to do the work to the satisfaction of the Collector at his own cost.

Yours sincerely

RAJASEVA PARAYANA
B. SRINIVASA IYENGAR, ESQ., B.A., B.L.,
Financial Secretary to Government of Mysore,
BANGALORE.

SUBJECT .....

.....

.....

Section Mis

File No. 223-29

Serial No. 2

No. 1709/Rev I

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *192*

To

The D.C. Kolar

Date of issue 14-2-30

Signed by M.V.T.K.S

Sir,

Adverting to your D.O Cmn no. A2.C.2136 Dt 1-2-30 enclosing a further letter The Collector of Chitt in the matter of the repai of the jamba channel in Errabettayanur village, Kanjundi Zamindari owned to the Sri Avani Matt, and requesting instructions as to the action to taken in the matter, I am directed to forward

over herewith

List of enclosures.....

Copied by.....

Examined by.....

furnished by the Legal Remembrancer and forwarded to the M. C. Vide this office letter dt 28 11 – 1928 as regards the person whom the Collector should call upon for the execution of the work, and to enquire whether action on the lines indicated therein has been taken accordingly.

(2) The cycl is herewith returned for reply & necessary action.

I have the honour to be,

Sir,

Your most obedient servant,

1710/Cycl

Copy to the M.C. for information with a copy of the D.C's letter

B. O.

A.2-C.2134/28-29.

OFFICE OF THE DEPUTY COMMISSIONER,
KOLAR DISTRICT.

Dated, Kolar, the..8th..M..a..r..c..h..1930.

My dear Srinivasiengar,

SUBJECT:- Repairs to Jambucheruvu in Yerrabettayanur village, Kangundi Zamindari endowed to Sri Avani Mutt.

In reply to your letter No:1709/Muz:14th February 1930, I write to state that it is because the acceptance of the present lessee's ~~possession~~ position as a permanent lessee would prejudice the Mutt that I sent for the lessee and, after negotiation, secured from him the fresh lease referred to in my letter No:A.2.C.2134/28-29 dated 31st July 1929. But as this was not approved, the notices as approved by the Legal Remembrancer have now been issued to the lessee, and to his alienees. (Vide.your letter No:749/Muz:53-28-17 dated 13th September 1929). The period of notice will expire on the 31st March 1930. What I am anxious to ~~want to~~ know is whether by requesting the Collector of Chittoor to deal with the present lessee we would not be estopped from proceeding ~~from~~ with the contemplated suit. I request the favour of your kindly letting me know whether I may still address the Collector in the manner indicated by the Legal Remembrance on the 25th November 1928. As fresh reminders have been received, I request the favour of a very urgent reply.

R-B.

Immediate
with papers
10/3/30.

Yours sincerely,

To

RAJASEVA PARAYANA
B. SRINIVASA IYENGAR, ESQ., B.A., B.L.,
Financial Secretary to Government of Mysore,
Bangalore.

No: 99

10th March 193(

Dear Mr. Ramanathan,

I have just received your D.O.No.A.2-C.2134/28-29 dated 8th March 1930 regarding repairs to Jambucheruvu in Yerrabettayanur village, Kangundi Zamindari endowed to Sri Avani Mutt. Mr. Mahadevayya, Legal Remembrancer, is absent on casual leave. He is expected here on the 15th instant. I shall consult him on the points that you have raised and send you a reply as early as possible If you cannot wait till Mr. M. rejoins, kindly let me know.

Yours sincerely,

To

A.V.Ramanathan, Esq., B.A.,
Deputy Commissioner, Kolar District,
Kolar.

D.O. 1706
28-9.

OFFICE OF THE MUZRAI COMMISSIONER
IN MYSORE.

Bangalore, 13th March 1930.

Dear Mr., Srinivasa Iyengar,

Referreing to D.O. letter No.A.2.C.2134/28-29 dated 8-3-30 addressed to you by Mr. A. V. Ramanathan re: repairs to Jambucheruere in Yerrabettayanur Village, I write to inform you that it seems to me that the apprehensions entertained by the Deputy Commissioner are correct in as much as we are now taking action to oust the tenant, we cannot now compromise our position by asking the Collector to proceed against the lessee for the execution of the work in-question. I request that this aspect of the question may be kindly considered and definite instructio conveyed as to the action to be taken now in the matter.

Yours sincerely,

To

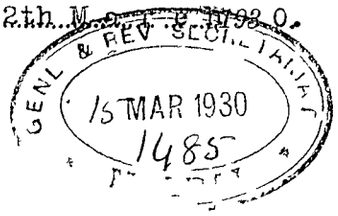
Rajasevaparayana
B. Srinivasa Iyengar, Esq., B.A., B.L.,
Secretary to the Government of Mysore,
Financial Department.

D.O.No. A 9 . C. 2134
28-29

OFFICE OF THE DEPUTY COMMISSIONER,
KOLAR DISTRICT.

Dated, Kolar, the...12th M... 1930.

15 M...



My dear Srinivasa Iyengar,

I saw your letter No:99 dated 10th March 1930 about the Jambucheruvu question of Yerrabettayyanur village on my return to Kolar last night. After seeing you yesterday, I went to the Revenue Commissioner. In his office I learnt from the Muzrai Assistant that the present lessee has agreed to surrender the lease in answer to our notice and that some of his alienees have agreed to take up a fresh lease, and also give Government clear title from the other alienees, on the terms ~~as~~ I had negotiated previously.

It will be convenient if you can, in consultation with the Law Secretary, get ~~execute~~ the necessary documents executed there from the parties and close the question once for all.

I am sending for your reference copy of the lease deed previously executed by the Shaddaka of the present lessee, as the latter returned to the party

Yours sincerely,

Kolar melvichar
R.R with file
Practice
15/3/30

To

RAJASEVA PARAYANA
B. SRINIVASA IYENGAR, ESQ., B.A., B.L.,
Financial Secretary to Government of Mysore,
Bangalore.

ac 58/28-29-1-15

Send to Advocate Prosecution

IN THE COURT OF the Mysore Commissioner, Bangalore.

Petr: V. Ramakrishna Chetty

VAKALATNAMA

executed by the petitioner ..... in favour of

MR. ~~C. LAKSHMANA GOUDA, B. A., B. L, Advocate, and~~

„ N. V. NARAYANA MURTHY, B. A., B L, Advocate.

~~I~~/WE hereby empower the said advocates, in person or by proxy, on ~~my~~/OUR behalf, to appear in, and conduct the above case, as well as any proceedings arising out of and connected with the same, to compromise the same, and to do all such acts as may be proper and necessary for the due conduct thereof including the signing, and presentation in Court, of the necessary petitions and papers.

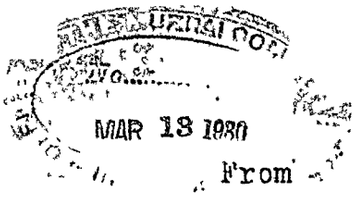
And ~~I~~/WE further authorize the said advocates to receive, and give receipts for, any money, document, or other moveable property, that is, or may become, payable or deliver able to ~~me~~/US in the course of the said case or proceedings.

V. Ramakrishna Chetty

12-3-1930.

I know the executant who has signed before me.

Accepted. N.V. Narayana Murthy



From

V.Ramakrishna Chetty,
Son of K.Govinda Chetty,
K U P P A M.

To

The Muzrai Commissioner in Mysore,
B a n g a l o r e.

Without Prejudice.

Respected Sir,

With reference to the permanent lease of the village of Yerrabetayyanoor, Kangundi Division, Chitoor District, belonging to Sri Avini Mutt under whom I am holding the said Village as a permanent lessee, I beg to bring the following for your kind consideration:-

Presented by Mr. V. Ramakrishna Chetty. Ray 13/3/30

2. The said village was granted on a permanent hereditary lease by the then Head of the Mutt on the 26th of March 189(to my father Govinda Chetty.

3. The said lease was, I understand, granted at a time when the village was in a very bad condition practically without ryots and when its tank was in a state of utter disrepair. The tank needed very extensive repairs and had to be practicall rebuilt; ryots had to be brought and induced to settle in the village and lands had to be brought under cultivation. The then income was not enough to pay even the Jodi payable to Kangundi Zamindar. The permanent lease was granted to my father

father under which my father undertook to effect repairs to the tank, to bring ryots to settle in the village and to bring the lands under cultivation; and he undertook to pay, besides the jodi of Rs.25/- to the Zamindar, a rent of Rs.200/- per year to the Matam Samsthanam. Even the Paimash Taram for the village was only about Rs.155/-. My father spent large sums of money on the strength of the permanent lease, practically rebuilt the tank, brought ryots to settle in the village and brought lands under - cultivation. We have spent nearly twenty thousand Rupees on these and we would not have spent the amount had it not been for the permanent lease. It is only after - several years that the village began to yield a little more than the amounts we had to pay in the shape of jodi, rent, road cess etc.

4. Apart from the correspondence that there was between the Deputy Commissioner and myself now I have received a notice from him stating among other things that I should quit and surrender possession of the village by the 30th March 1930, failing which legal proceedings would be taken against me.

5. As I am, however, in rather bad circumstances and unable to fight a costly litigation with the mighty and powerful Mysore State, I have resolved to enter into

into a compromise on the terms mentioned below.

6.(a) A lease may be granted for a period of 30 years in favour of (1) V.Srinivasulu Chetty, son of V.Venkatamuniyappa Chetty, and (2) G.Venkatasam Chetty, son of G.Venkatadasappa Chetty, Proprietors of Kangundi, Industrial Works, Kuppam.

(b) In case the said lease is granted to them, the said V.Srinivasulu Chetty and G.Venkatasam Chetty will undertake to pay rent at Rs.350/- per annum to Mathadhipathi in addition to jodi of Rs.25/- and road cess payable to Raja of Kangundi, and to take proper steps, in the course of one year from the grant of the lease to them for taking possession of the lands of the village alienated to others, and to keep in repair at their own expense the tank belonging to the village(and to make good any loss the Government would suffer on account of non-compliance by them of the above said terms or in consequence) and of any litigation that may arise between them and others in connection with the mortgaged or alienated lands.

(c) In token of their approval of the above-said terms the said V.Srinivasulu Chetty and G.Venkatasam Chetty have affixed their signatures to this petition.

7. In case my said terms are accepted I agree to relinquish my right to permanent

permanent tenancy.

8. I very respectfully pray that the above facts may all be given due consideration and weight and favourable orders passed.

9. The said V.Srinivasulu Chetty and G.Venkatesam Chetty are quite willing to execute a regular lease deed and to have it registered after the orders are passed in the matter.

Praying for early orders.

I remain, Respected Sir,
Yours most obediently,
V. Ramaiah

Bangalore,
D/12-3-1930.

We agree to take a lease on the above said terms.

V. Srinivasulu Chetty
G. Venkatesam

Bangalore,
D/12-3-30.

OFFICE OF THE MUZRAI COMMISSIONER IN MYSORE,

Bangalore,..... .....193 .

No. C 1706/28-29
one Pet. Hakkalar

FROM

Rajakaryapravina
P. G. D'SOUZA, ESQ., B.A, B.L.,
Muzrai Commissioner in Mysore.

17/1690

To

Rajakaryapravina
[illegible]
Muzrai Commissioner in Mysore.

Sir,

[illegible] of Arsu[illegible] suit in favour [illegible] in confirmation of this [illegible] village [illegible] Committee [illegible] in addition to their [illegible] Hon'ble [illegible] pleased [illegible] goin[illegible] 17/3 over the [illegible] Gutta [illegible] that Government [illegible] compromise in the terms [illegible]

This may also be sent to the Prosecutor Br. in communication from the D.C. Kolar dated Bangr. the 14/3/30 Cps 17/3

As per instr the D.C was sent to Addl/Sq prosecutor. Shall we write he sent to L.R. for Confirmation Ltrs 17/3

17/3/30

of Chittoor is pressing for the repairs to the tank in t
village and as if this agreement is arrived at between the
Government and the parties, the obligation to restore the
tank will vest in the lessee for the time being, I request
that the matter may be treated as urgent and early orders
passed thereon.

I have the honor to be,

Sir,

Your most obedient servant,

Ashe D'Cruz

Uzrai Commissioner

Ts. Srinivasa Iyengar Esq/Mr. AR

D.O. No 2017/Rev I

2nd April 1930.

Dear Mr. Ramanathan,

With reference to your D.O.No.A.2.C.2134/28-29 dated 12th March 1930 about the repairs to Jambucheruvu of Yerra-bettayyanur village and the connate matters, a reference (vide copy enclosed) has been received from the Musrai Commissioner. I am to enquire if Messrs. V.Srinivasa Chetty and G.Venkatasam Chetty who are willing to take up a new lease are the mortgagees now in possession of the property. In your D. . of the 12th March referred to above you have stated that some of his (present lessee) alienees have agreed to take a fresh lease. This point requires verification.

In para 3 of your letter of the 21st September 1929 addressed to the Musrai Commissioner you have stated as follows:-

" Before issuing notices to mortgagees it is essential to obtain authentic particulars from the Sub Registrar of Kuppam and local enquiry as suggested by the Advocate."

Will you kindly let me know if the particulars have been obtained and ~~mention~~ if so intimate who are all the mortgagees who are now in possession of the property and whether the proposed new lessees, Messrs. V.Srinivasa Chetty and G.Venkatasam Chetty are mortgagees in possession and if so, what is the extent of their interest in the property?

very early reply to this letter is requested.

Yours sincerely,

(Sd) BS

To

A.V.Ramanathan, Esq., B.A.,

Deputy Commissioner, Kolar District.

P.T.O

No. 2018-B 2-4-30.

Copy of the above is forwarded with compliments to the Muzrai Commissioner in Mysore, Bangalore, with reference to his letter No.C.1706/28-29 dated 15th March 1930.

(Sd/) B.S.

Financial Secretary to Government.

D.O.No. A.2.C.2134/28-29.
Enc: 2

OFFICE OF THE DEPUTY COMMISSIONER,
KOLAR DISTRICT.

Dated, Kolar, the...3rd April.....1930.

Dear Mr. Srinivasa Iyengar,

In reply to your D.O. letter No:2017/Muz: dated 2nd April 1930, I send enclosed a statement showing the names of the parties and the numbers of documents they hold from Mr. Ram krishna Setty. I send also the encumbrance certificate No:26 of 1929 prepared in respect of the village of Yerrabettayyanur from the year 1890 to 1929 issued by the Sub Registrar, Kuppam for reference and kind return. Mr. G. Venkatesan Chetty is a party holding under Serial 8 of the Encumbrance certificate.

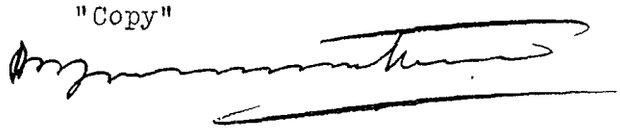
Yours sincerely,

To

RAJASEVAPARAYANA
B. SRINIVASA IYENGAR, ESQ., B.A., B.L.,
Financial Secretary to Government of Mysore,
Bangalore.

1.	Dombara Venkatappa	880/1924
2.	Budagutta Munisami Chetty	774/1924
3.	Muniyappa Setti,	778/1924
4.	Lakkur Hanumiah Setti	64/1926
5.	Lakkur Muniyanna Setti	64/1926
6.	Chidambara Chetty,	730/1926
7.	G. Venkatesam Setti,	730/1926
8.	Lakshmamma	679/1926.

"Copy"



4th April 1930.

Dear Mr. Ramanathan,

Thanks for your D.O.No.A.2.c.2134/28-29 of the 3rd instant forwarding the encumbrance certificate in respect of the village of Yerrabettayyanur. It will be seen from it that Serial No. 8 of the certificate has been executed in favour of two parties -- Mr. Chidambaram Chetty and Mr. G. Venkatesam Setti. It is necessary to know the extent of interest in the encumbrance of each of these two parties. What is the relationship, if any, between this Chidambaram Chetty and Mr. V. Srinivasa Chetty who is agreeable to take up the new lease along with Mr. Venkatesam Setti. I am making this enquiry with a view to enable the Legal Remembrancer to examine the position once again.

The Certificate is returned herewith for reference.

Yours sincerely,

4/4/30

A. V. Ramanathan, Esq., B.A.,

Deputy Commissioner, Kolar District,

K O L A R.

Kolar District, K.G.F.(Camp)

To The Financial Secretary to Government.

Please instruct me finally what reply send to the Collector of Chittoor regarding Yerrabettayyanur Jambucheruvu. He has agai reminded me.

22nd April 1930.

Reply.

To The Deputy Commr. Kolar.

Please see my no 2028 of the 4th April No reply has yet been received from you ~~Please refer to the Instructions of the Govt~~ Unless further particulars asked for are furnish it is not possible to re-examine the case.

Yrs truly.

Message communicated - received by the Bearer (Mr Ramaswamy) Dated 22/4/30

dear Srinivasa Iyengar,

19-1700

I write to confirm my telephone message.

"Please instruct me finally what reply to send to the Collector of Chittoor regarding Yerrabettayyanur Jambu Cheruvu as he has ~~xxxx~~ again reminded.". I send enclosed copy of his letter of the 7th April 1930. I request that an immediate and definite reply may kindly be sent to me as to the reply I should give him in the matter. i.e., whether I may ask him to do it Departmentally and realise it from the Estate or to proceed against lessees.

Yours sincerely,

To

Rajaseva Parayana
B. Srinivasa Iyengar, Esq., B.A., B.L.,
Financial Secretary to Government of Mysore,
BANGALORE.

Letter No:Ref.A.5-10148/28 dated 7th April 1930 from the Collecto of Chittoor to the Deputy Commissioner, Kolar District.

****

Railway Protection tanks -Kangundi Zamindari -Errabattayyanur - Jembu Cheruvu - repairs.

Ref:- Your letter No:2134-28-29 dated 8th March 1930.

In your above letter, you promised to send a final reply in a few days but no reply has yet been received from you. I may bring to your notice that this matter has been pending a long time and it is desirable to have it disposed of with the least practicable delay. Please let me know when I may expect your final reply.

"Copy"

R. S. III—3]

ROUTINE NOTES.

[To be used only for notes, requisitions, etc., not intended for permanent record]

Dr Inj. Rao with compliments
for Kutz have the receipt
placed in continuation to
Dno 1695 submitted this
morning to LR
MSK
23/4/30

The file with L. R's opinion
is herewith turned.
Sd/- [illegible]
Dpty
23/4/30

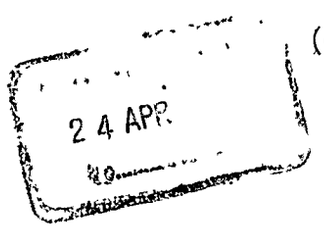
Note 2 Bor

A B -- Should routine notes be written on small slips, or slips pasted on the notes must be copied, on this form

W D 1880- GPB—1 50 000=

KOLAR DISTRICT.

(Camp) Oorgaum,
Dated, ~~Kolar~~, the 23rd April 193 0



24
.1705

My dear Srinivasiengar,

With reference to your D.O.letter No.2028/Muz: dated 4th April 1930, re: Yerrabettayyanur Jambucheruvu repairs &c., I write to state that:

(i) Mr. Chidambara Chetty and Mr. G. Venkatesan Chetty are both brothers and they are members of a joint Hindu family and they have got equal interest in the encumberance in document No:730/1926 (Serial No:8 of the Certificate.).

(ii) Mr. Chidambara Chetty and Mr. Srinivasa Chetty are the brothers-in law, ie., Mr. Srinivasa -- Chetty is the husband of Mr. Chidambara Chetty's sister.

As already stated in my D.O. of the 22nd April 1930 the Collector of Chittoor has been reminding, I request you to favour me with your early reply in the matter.

The encumbrance certificate is herewith sent for reference and return when done with.

Enclosed
1 Memo and Certificate
1 file

24/4/30

Yours sincerely,

To

RAJASEVA PARAYANA
B. SRINIVASA IYENGAR, ESQ., B.A., B.L.,
Financial Secretary to Government of Mysore.
BANGALORE.

ఆస్తివిషయమై తాకట్టు సర్టిఫికేట్లు.

సర్టిఫికేట్లు నెం. 26 సం॥ 1929

దరఖాస్తు నెం. 22 సం॥ 1929.

A V Ramanathan Esqr B.A.,
Deputy Commissioner
Kolar District.

అనువారు

దిగువను తనుపరచివుండు ఆస్తివిషయమై రిజిస్టరు అయిన తాకట్లు యేవైనా నున్నవా

రించి వాటి సర్టిఫికేట్లు కావలెనని నాకు దరఖాస్తుచేసినందున [illegible]

[illegible]

నెదరు ఆస్తికి సంబంధించిన తాకట్లు మొదలగు వ్యవహారచర్యల విషయమై 1 వ ప్రకరణ
ములోనున్న అందుకు సంబంధించిన ఇండెక్సులలోనున్న 1929 సం॥ రమువి అనగా 1వ నెం॥
నుండి [illegible] తేదినుండి 1929 సం॥ మే నెల 23 తేదివరకు
పరిశీలనచేసి అట్లు పైదకినమీదట యీ దిగువ నమూదుపరచిన తాకట్లు మొదలగు వ్యవహార
చర్యలు అనుపడినవిన్న యందువలన నేను సర్టిఫికేటు చేయుచున్నాను.

వరుస నెంబరు.	(a) ఆస్తి వివరము	దస్తావేజు ఇచ్చిన తారీఖు.	(b) దస్తావేజు యొక్క స్వభావమును మొత్తమును	పార్టీల పేర్లు		పాఖలా సంబంధములు		
				ఇచ్చినవారు.	పుచ్చుకొన్నవారు	పాల్యాం.	పుట.	నెంబరు సంవత్సరం.
1	2	3	4	5	6	7	8	9
	[illegible]	1850	[illegible]	[illegible]	[illegible]	15-	195 196	82 1850
2-	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	15-	197 198	

3 [illegible] 1906

[illegible]

[illegible]

[illegible]

4 [illegible] 1918

[illegible]

7 [illegible]

[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	1924	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	10	[illegible]	[illegible]

[illegible] 1/8 [illegible] 1929 [illegible]/1250 [illegible] 182 43

[illegible] 27 [illegible]

3 [illegible]

[illegible] 1926 [illegible]/775 [illegible] 183 391 67

[illegible] 0.11.1 [illegible]

[illegible] 6 [illegible] 3 [illegible]

[illegible] 1/16 [illegible]

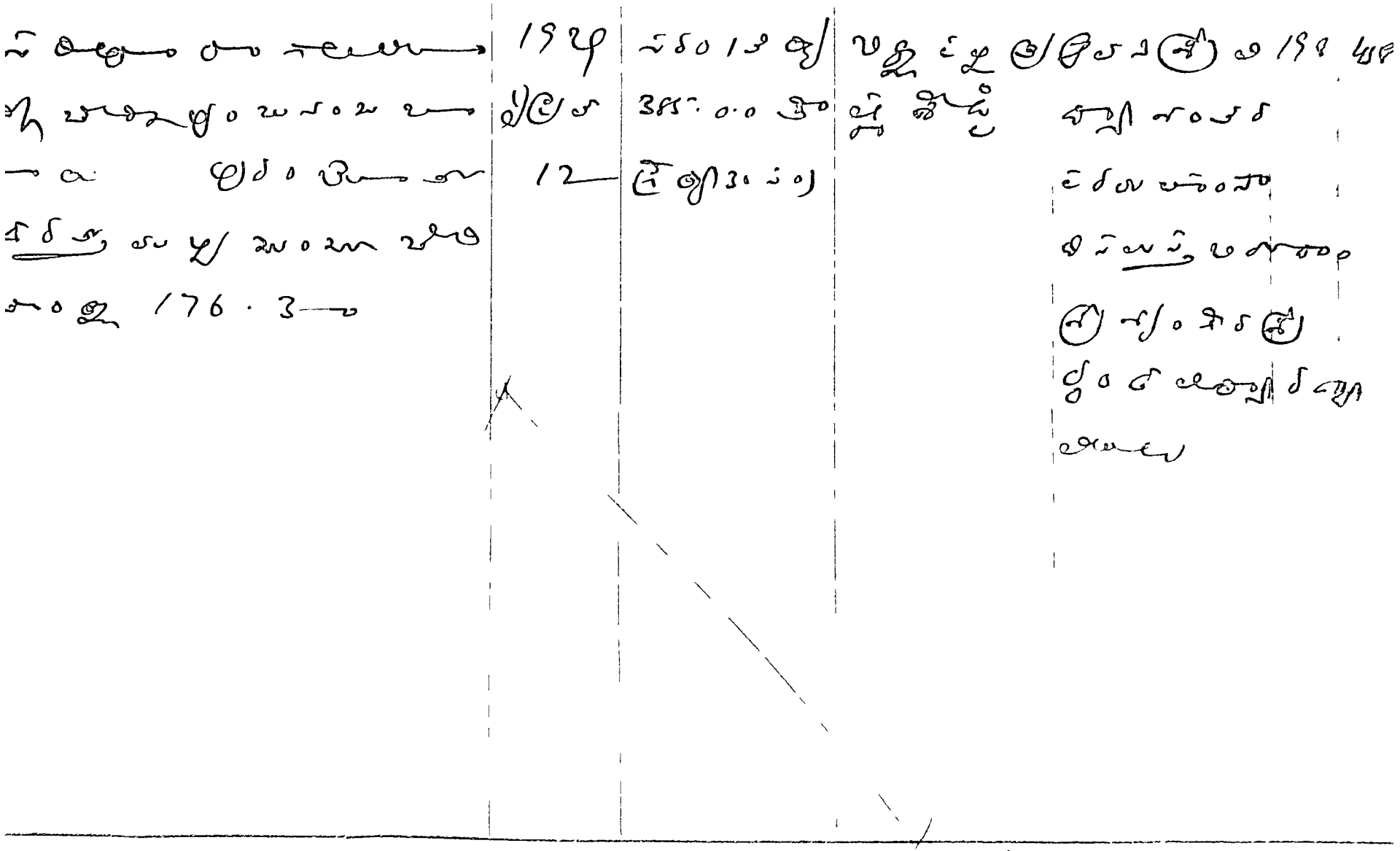
[illegible] 1926 [illegible]/1500 [illegible] 184 413 7

15

[illegible]

176.3.0 [illegible] 2/16 [illegible] 22 [illegible]

22.0.6 [illegible]



) అనుబంధ దస్తావేజులలో చూపెండెడు వివరము గమనించవలసినది

, (i) అయిన ప్రకారము రిజిస్టరు చేయుటకు నిర్మాణించిన పట్టణాల్లో తిరుపతి తిరుచానూరు దస్తావేజులు గా పరిగణించినయెడల ఆ వివరము నమోదించవలసినది.

(2) కర్నూలు దస్తావేజు నంబరు మరియు గుంటూరు జిల్లాలోని [illegible]

ఈ పైచెప్పిన తాకట్టు మొదలగు వ్యవహారచర్యలుతప్ప సదరు ఆస్తికి సంబంధించిన యితరగ

తాకట్లు మొదలగు వ్యవహారచర్యలు యేవియు కనుపరచలేదు - నేను సర్టిఫై చేయుచున్నాను.

పైదకి సర్టిఫికెట్టు తయారు చేసినవారి	సంతకము ఉద్యోగము	
సరిచూచి సర్టిఫికెట్టు తనిఖి చేసినవారి	సంతకము ఉద్యోగము	

ఆఫీసు,
1929 సం॥ డిసెంబరు నెల 14 తేది

రిజిస్టరింగు ఆఫీసరు సంతకము.

ప॥రా.—(1) ఈ సర్టిఫికెట్టులో మోపిన తాకట్లుమొదలగు వ్యవహారచర్యలు దరఖాస్తుదారుడు పంపుకొన్న ఆస్తుల వివరమునుబట్టి కనుగొనబడినవి. దరఖాస్తుదారుడు వివరించియున్న విధముగాగాక వేరువిధముగా రిజిస్టరు అయిన దస్తావేజులలో ఆ ఆస్తులు వివరింపబడియున్న చొప్పున అట్టి దస్తావేజులవల్ల దృష్టాంతపరుపబడినట్టి వ్యవహారములు ఈ సర్టిఫికెట్టులో చేర్పబడవు.

(2) రిజిస్ట్రేషను అక్టుయొక్క 57 వ సెక్షనునుబట్టియు 137 (i) వ విధినిబట్టియు రిజిస్టరులోను ఇండెక్సులోను ప్రాయబడియుండు పద్దులను చూడగోరునట్టియు లేక వారికి నకళ్లనుగాని వుదహరింపబడ్డ ఆస్తికి సంబంధించి గతుఇంటి తాకట్లు మొదలగువానిని గురించిన సర్టిఫికెట్లును కోరునట్టియు మనుష్యులు వానిని వెదకెడు పని తామే చేయనలయును. నిర్ణయమైన రుసుము చెల్లించినమీదట రిజిస్టరు యిండెక్సులను వారియెదట నుంచబడును.

(a) అయితే ప్రస్తుతపు సంగతిలో దరఖాస్తుదారుడు తాను స్వయంగా వెదకుటకు చూనుకోనందున సదరు వెదకెడు పని యీ ఆఫీసువారివలన సాధ్యమయినంత జాగ్రత్తగా కాయబడినదిగాని ఈ సర్టిఫికెట్టులో నమోదుచేయబడ్డ వెదకడమందియొక్క పర్యవసానములలోని పొరబాటులనుగురించి ఈ డిపార్టుమెంటువారు ఎంతమాత్రము బాధ్యతవహించరు.

(b) మరిన్ని ప్రస్తుతపు విషయములో దరఖాస్తుదారుడు సదరు వెదకెడు పనిని తాను స్వయముగా జరిగించినందుననున్న అతనిచే గనెపెట్టబడిన తాకట్టుమొదలగు వ్యవహారాదులు కార్యములు అవశ్యకమగు చూడవలసినవిధముగా సరిచూడబడి సర్టిఫికెట్టులో నమోదుకాయబడి వున్నందుననున్న సదరు ఆస్తికి సంబంధించబడియుండి దరఖాస్తుదారునిచేత కనుగొనబడని వేరుతాకట్లు మొదలగు వ్యవహారములుగాని చర్యలుగాని సదరు సర్టిఫికెట్టులో నమోదుచేయబడకపోవడపు లోపమునుగురించి యిండిపెండ్టుమెంటువారు ఎంతమాత్రం బాధ్యతవహించరు.

FROM B.Paravanaswamy Iyengar, Law.,B.A.,P.L.,
~~K.V.RAMANATHAN, ESQ., B.A.,~~
Deputy Commissioner,
Kolar District.

SECRETARY
15 MAY 1930
No. To

GENL & REV SECTT
15 MAY 1930
1820
MUZRAI.

Rajasevaparayana
B.Srinivasa Iyengar, Esq.,B.A.,P.L.,
SECRETARY TO GOVERNMENT OF MYSORE,
Financial *Department,*
Bangalore.

SIR,

Subject:- Railway Protection Force - Recruitment for -
Pre Lecturer Course - Jemadar Chairman - Report.

In continuation of this office D.O.No.A.C. 147/ dated -
Camp Coorgum 22nd April 1930, I have the honour to forward here -
a copy of letter No.[illegible] dated 30th April from the -
Collector, Chittoor to whom a copy of the above D.O. was -
addressed only in the matter.

Today

I have the honour to be,
Sir,
Your most obedient servant,

B Ramaswamy
Deputy Commissioner,
Kolar District.

A. .14/5/30.

The file dealing with the above matter
has been sent to the Legal Remembrancer
on 2 4 30 with the Branch Diary No. 1731/30

8/5/30

7/5/30

To L.R with Compliments
for favour of return of
file with his advice
17/5/30

This is returned
today to Mr Seshagiri
L R's opinion
19/5
(Muzr Branch)

Letter No.Ref.A-5--10148/28 dated 10th May 1930, from the Collector, Chittoor, to the Deputy Commissioner,Kolar District.

======

Railway Protection tanks - Kangundi Zamindari Prrabettavanu Jambu Cheruvu - Repairs.

====

Reference:- Your letter A2-C.2134/29-30 dated 27-1-1930.

=======

In your above letter, you promised to send your final reply by the end of April, 1930. But no report has yet been received. As the matter is being unduly delayed, please let me know once fo all when your final reply may be expected.

=====

" C O P Y "

Brahmanandam

Deputy Commissioner,
Kolar District.

A.R.1/5/30.

SUBJECT.....

.....

.....

Diary No. of letter replied to.....

Section

File No.

Serial No.

No. 22

General and Revenue Secretariat

( )

the *192*

To The D C, Kolar

Date of issue 7-7-30

Signed by M. V. S. Sastry

Sir,

With reference to correspondence ending with your letter No. A2 C21 dated 14-5-930 on the matter of the repairs to Jamba Cheruvu Errabettayanur, Kangundi Zamindari I am directed to state that the Collector may be informed to look to the lessee for putting the tank in order as there is one of the conditions on which the lease has been taken by him.

List of enclosures.....

Copied by.....

Examined by.....

Re: the Carwallahs of Allapur Kandigal lease or otherwise in regard to [illegible] information may kindly be

over

requested on the following points at a very early date:-

(1) The Exchange of the Swamis of the Mutt ~~a number~~ (Date of birth and date of installation as head)

(2) ~~If so~~ when will the management be handed over to him? If no definite period has been fixed, how long will the present ~~he~~ the Mutt be under Govt management

(3) What is the annual income of the Mutt?

I have the

20/5/30

15/5 Dl Secy.

Mad 57/1/30

23

Copy is forwarded to the Govt. with Compliments with reference to Correspondence ending with his letter no:-

C. 1706/28-29 dated 21-4-30

OFFICE OF THE MUZRAI COMMISSIONER IN MYSORE,

Bangalore, 2nd August 193 0.

5

No. 1706/28-29

FROM

Rajakaryaprasakta

P. G. D'SOUZA, ESQ., B.A., B.L.,

Muzrai Commissioner in Mysore.

GENERAL BRANCH 6 17

Mu. 223-29-1

To

Rajasevaparayana
B. Srinivasa Iyengar, Esq., B.A., B.L.,
Secretary to the Government of His
Highness the Maharaja of Mysore,
Financial Department.

SIR,

With reference to your Memo No.10 Muzrai dated 6th July 1930 forwarding copy of letter No.22 Muzrai dated 6th July 1930 addressed to the Deputy Commissioner Kolar District on the matter of the ---- repairs to Jambu Cheruvu Srirabettavanur, Bangarpet Taluk, I have the honor to state that a notice had been issued to the permanent lessee to hand over the village Cheruvu as the perpetual lease sanctioned by the late Swami ceased to have effect on his demise and that if he did not vacate a suit would be filed for cancellation of the lease and ejection. And the lessees learned lawyer Sri Gopala Setty has now come up to Government with certain facts of correspondence which are distinctly in the interests of the Institution and have been reported to Government in this office letter No.1706/28 dated 21st April 1930 and in this office Unofficial Note dated 5th June 1930. Such being the case I beg to submit that if the Madras Government --- is referred to the lessee whose lease we are attempting to terminate we would ourselves be conceding his claim to continue as lessee and thereby the interests of the Institution of which we are trustees will jeopardised as, if the lease is acquiesced in for a period of 12 years after the advent of the present Swami to the Gaddi, i.e., time --- contested till after his time. I therefore request that the matter may kindly be placed before Government for a reconsideration of the order now passed in the matter in view of the circumstances noted

above and for sanctioning the acceptance of the terms compromised offered which are in the interests of the Mutt and at the same time relieve the Government of its obligation as trustee of the Mutt to restore the tank as per notice of the Government of Madras.

I have the honor to be,

Sir,

Your most obedient servant,

Muzrai Commissioner.

337/W3 223 — Fd 14 8.80

To

The Muzrai Commissioner

in Mysore, Bangalore.

Sir,

Lease of lands in Trrabettayyanur,
Kangundi Zamindari.

With reference to the correspondence ending with your letter no. 1700/20-20 dt. 2/5-8-30 on the subject referred to above, I am directed to state ~~that further correspondence proposals in consultation, if need be, with~~ Mr. Nallanna Thi[illegible] on behalf of the potential lessees ~~in the matter of~~ of proposals for a compromise involving no risk to Govt. ~~may be~~ are submitted, ~~for consideration they will be~~ Govt. have no objection to consider them.

BARL Advocate interviewed the Asst member

~~I am once more to point out that~~ The obligation [illegible] is that of the present or proposed lessees and ~~that~~ it is not understood why it is considered by you necessary to send to the Madras Government communication on the lines already noted.

I have &c.,

12.8.30

Asst. Secy. to Govt.

GS Fair draft.

C.R.G.11/8

E OF THE UTY COMMISSIONER,
KOLAR DISTRICT.

M.A.21 4/28 29.
Encls. One copy

Dated, Kolar, the 30th September, 1930.

FROM

A. V. RAMANATHAN, ESQ., B.A.,
Deputy Commissioner,
Kolar District.

To

Rajasevaparayana,
B. Sreenivasa Iyengar, Esq., B.A., B.L.,
SECRETARY TO GOVERNMENT OF MYSORE,
Financial *Department,*
Bangalore.

FINANCIAL SECRETARY
OCT
No. SIR,
5.10.30

Subject:- Railway protection temple- Lenguni Lanjindari Errabettayyanur- Chuchertha.

With reference to your letter No. 22 Luz. dated 6-7-30, re the above, I have the honour to forward herewith a copy of letter No. 10148/28, dated 27-9-30, from the Collector, Chittoor and to request you to kindly arrange to send a copy of the lease deed executed by the Avani Patt in favour of Mr. Ramakrishna Chetti.

I have the honour to be,

Sir,

Your most obedient servant,

Treasury Assistant Commissioner,
For Deputy Commissioner,
(Absent from station).

Copy of letter No. 10148/28, dated 27-9-30, from the Collecto Chittoor, to the Deputy Commissioner, Kolar District, K o l a r.

Railway protection tank- Kangundi Zamindari- Errabattayyavu, Jambucheruvu.

I shall be obliged if you would kindly furnish me urgently with a copy of the lease deed executed by the Avani Mutt in favour of Ramakrishna Chetti for reference.

" C O P Y "

For Deputy Commissioner,
Kolar District.

Jnug 850 Jnug 2 26-29-7
Jue!

24th Oct. 1930

The Muzrai Commissioner in Mysore,
Bangalore.

I am directed to forward herewith for favour of disposal copy of letter No. A2. C.2134 of 1928-29 dated 30th September 1930 from the Deputy Commissioner, Kolar District requesting the despatch of a copy of the lease-deed executed by the Avani Mutt in favour of Mr. Ramakrishna Chetty, as the document is not available in this Office.

I have the honor to be,
Sir,
Your most obedient servant,

Sd/- P. Mahadevayya,
Secretary to Government,
Law Department.

P.T.O.

Memo No. 851 mis dated, Bangalore, the 22nd/23 Oct. 1930.

Copy of the above is forwarded with compliments to th Deputy Commissioner, Kolar District for information.

By order,

22.10.30

~~For~~ Secretary to Government,
Law Department

C.R.G.3

6th July 1930

The Deputy Commissioner,
Kolar District, K o l a r .

With reference to correspondence ending with your letter No. A2. C.2136 dated 14th May 1930 in the matter of the repairs to Jambu Cheruvu, Errabettayanur, Kangundi Zamindari, I am directed to state that the ~~xxxxxxxxxx~~ Collector may be informed to look to the lessee for putting the tank in order as this is one of the conditions on which the lease has been taken by him.

I have the honor to be,
Sir,
Your most obedient servant,

Sd/- B. Srinivasa Iyengar,
Secretary to Government,
Financial Department.

.R.C.3

P.T.O.

Memo No. 23 dated, Bangalore, the 6th July 1930.

Copy of the above is forwarded with compliments to the Muzrai Commissioner in Mysore, with reference to correspondence ending with his letter No. C.1706 of 1928-29 dated 21st April 1930.

By order,

Subrahmanyam

for Secretary to Government,
Financial Department.